

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FITNESS ANYWHERE LLC,

Plaintiff,

v.

WOSS ENTERPRISES LLC,

Defendant.

Case No. 5:14-cv-01725 BLF

**JURY VERDICT FORM**

Hon. Beth Labson Freeman

**INSTRUCTIONS**

When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

We, the jury, unanimously agree to the answers to the following questions and return them under the instructions of this court as our verdict in this case.

**FINDINGS ON PATENT INFRINGEMENT CLAIM**

1. Has Fitness Anywhere proven by a preponderance of the evidence that every requirement of claim 1 of the '896 patent is included in WOSS Enterprises's accused products?

Yes ☒ No ☐

If your answer to question 1 is "yes," go to question 2. If your answer to question 1 is "no," go to question 4.

2. Has the Fitness Anywhere proven by a preponderance of the evidence that WOSS Enterprises engaged in willful infringement of the '896 patent?

Yes ☒ No ☐

**FINDINGS ON PATENT DAMAGES (IF APPLICABLE)**

If you answered "yes" to question 1, proceed to answer questions 3(a) and 3(b). If you answered "no" to question 1, proceed to question 4.

3(a). What lost profits, if any, did Fitness Anywhere prove by a preponderance of the evidence that Fitness Anywhere suffered as a result of sales it would, with reasonable probability, have made but for WOSS Enterprise's infringement?

\$ 5,750,000

3(b). What amount, if any, has Fitness Anywhere proved by a preponderance of the evidence it is entitled to as a reasonable royalty?

\$ 191,156

Go to question 4.

**FINDINGS ON TRADEMARK INFRINGEMENT CLAIMS**

4. Has Fitness Anywhere proven by a preponderance of the evidence that WOSS Enterprises infringed Fitness Anywhere's "Suspension Training" trademark?

Yes ☒ No ☐

If your answer to question 4 is "yes," go to question 5. If your answer to question 4 is "no," proceed to question 8.

5. Has WOSS Enterprises proven by a preponderance of the evidence that:

(a) WOSS's use of the words "Suspension Trainer" or "suspension trainer" was a "fair use" of Fitness Anywhere's "Suspension Training" trademark?

Yes ☐ No ☒

(b) WOSS's use of the words "Suspension Training" or "suspension training" was a "fair use" of Fitness Anywhere's "Suspension Training" trademark?

Yes ☐ No ☒

If your answer to either question 5(a) or 5(b) is "no," go to question 6. If your answer to both question 5(a) and 5(b) is "yes," go to question 8.

6. Has Fitness Anywhere proven by a preponderance of the evidence that WOSS Enterprises engaged in willful infringement of the Fitness Anywhere's "Suspension Training" trademark:

Yes ☒ No ☐

If your answer to question 6 is "yes," go to question 7. If your answer to question 6 is "no," go to question 8.

1           7.       What amount, if any, has Fitness Anywhere proved by a preponderance of the  
2 evidence it is entitled to as damages due to WOSS Enterprises's infringement of Fitness  
3 Anywhere's "Suspension Training" trademark?

4                               \$ 820,220

5           Go to question 8.

6  
7           8.       Has Fitness Anywhere proven by a preponderance of the evidence that WOSS  
8 Enterprises infringed Fitness Anywhere's "Suspension Training" and/or "Fitness Anywhere"  
9 trademarks through WOSS Enterprises's use of "Suspension Fitness"?

10                           Yes \_\_\_\_\_ No ✓

11           If your answer to question 8 is "yes," go to question 9. If your answer to question 8 is  
12 "no," go to question 11.

13  
14           9.       Has Fitness Anywhere proven by a preponderance of the evidence that WOSS  
15 Enterprises engaged in willful infringement of Fitness Anywhere's "Suspension Training" and/or  
16 "Fitness Anywhere" trademarks through WOSS Enterprises's use of "Suspension Fitness"?

17                           Yes \_\_\_\_\_ No \_\_\_\_\_

18           If your answer to question 9 is "yes," go to question 10. If your answer to question 9 is  
19 "no," go to question 11.

20  
21           10.       What amount, if any, has Fitness Anywhere proved by a preponderance of the  
22 evidence it is entitled to as damages due to WOSS Enterprises's infringement of "Suspension  
23 Training" and/or "Fitness Anywhere" trademarks through WOSS Enterprises's use of  
24 "Suspension Fitness"?

25                           \$ \_\_\_\_\_

**FINDINGS ON UNFAIR COMPETITION CLAIM**

11. On Fitness Anywhere's unfair competition claim, did Fitness Anywhere prove by a preponderance of the evidence that WOSS Enterprises unfairly competed with Fitness Anywhere?

Yes \_\_\_\_\_

No ✓

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You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Presiding Juror should then sign and date the verdict form in the spaces below and notify the Security Guard that you have reached a verdict. The Presiding Juror should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

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DATED: 03/22/2017, 2017

By: Massimo M. G. J.  
Presiding Juror